

New

CONTRACT AGREEMENT

between

Hamilton Township Municipal Utilities Authority

and

Teamsters Local 331

(Affiliated with the International Brotherhood of Teamsters)

September 1, 1992 - August 31, 1995

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I - PARTIES, PURPOSE, CONSIDERATIONS

- 1) THIS AGREEMENT is entered into as the 1st day of September, 1992 between Hamilton Township Municipal Utilities Authority (hereinafter referred to as the "AUTHORITY") and TEAMSTERS UNION LOCAL 331 of Pleasantville, New Jersey, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "UNION").
- 2) WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the AUTHORITY during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.
- 3) NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

ARTICLE II - UNION RECOGNITION

The AUTHORITY recognizes the UNION as the sole and exclusive collective bargaining representative for the employees whose

classifications are set forth herein, employed by the AUTHORITY, within the geographical jurisdiction of the UNION.

ARTICLE III - NO DISCRIMINATION

The parties hereto agree that neither party shall discriminate against any employee because of their membership or non-membership in the union or their participation in activities hereby prescribed, or discriminate against any member of the Union for any action involving their duties on behalf of the Authority.

ARTICLE IV - MAINTENANCE OF STANDARDS

The AUTHORITY agrees not to enter into any other agreement or contract, written or oral, with its' employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE V - CHECKOFF

1) **Dues and Initiation Fee:** It is understood and agreed between the AUTHORITY and the UNION that the AUTHORITY will deduct any back unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues or initiation fees was incurred during employment with the Authority) as well as current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorization cards and filed with the Authority for such deductions and who are covered by this Agreement, on the

second pay day of the month preceding the current month for which current Union dues and initiation fees are due the Union.

2) The AUTHORITY further agrees to remit within seven (7) days to the Secretary/Treasurer of the Union, immediately after the checkoff payday, all Union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement.

3) POLITICAL AND SOCIAL FUND: Upon receipt of written authorization for deductions from wages, the AUTHORITY agrees to deduct two-dollars (\$2) from the wages of the union employee for their contribution in the Teamsters Union Local 331 Political and Social Fund, or such similar organizations as may be requested by the Union. The Authority will make deductions on a bi-weekly basis as provided in the authorization, and will forward the amounts deducted to the Teamsters Union Local #331 Political and Social Fund, P.O. Box 73, Pleasantville, NJ 08232, on a monthly basis. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by applicable law.

4) The UNION shall indemnify, defend and save harmless the AUTHORITY against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason

of action taken by the AUTHORITY in reliance upon salary deduction authorization cards as supplied by the UNION to the AUTHORITY.

ARTICLE VI: PROTECTION OF RIGHTS

- 1) PICKET LINES: It shall not be a violation of this Agreement and it shall not be cause for disciplinary action or discharge against any employee or for any temporary or permanent replacement, in the event an employee refuses to enter any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines of the Authority's place or places of business. If any employee exercises their right to refuse to go through or work behind any such primary picket line, such employees shall not be temporarily or permanently replaced or laid-off because of such action. This provision shall not apply in case of emergencies involving the health, safety and welfare of the Township.

- 2) There shall be no strike or lockouts during the term of this Agreement. The UNION will not engage in, encourage, or sanction strikes, slowdowns, absenteeism, or other interference with the normal operation of the Authority.

ARTICLE VII - INSPECTION PRIVILEGE

- 1) It is agreed that Union duties and activities will not be carried on during hours of work, except as provided for in this Agreement. Union officials shall have the right to enter the work place, on notice to the Authority's Administrator, to satisfy themselves that this Agreement is being observed.
- 2) Upon reasonable notice to the Authority and during regular business hours the Business Agent of the Union, their designated representatives or the shop steward, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute.

ARTICLE VIII - STEWARDS

- 1) The AUTHORITY recognizes the right of the UNION to designate a shop steward and alternate. The alternate will act only in the absence of the shop steward and in accordance with present practice.
- 2) The authority of the shop steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.
 - A) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

- B) The collection of dues when authorized by appropriate Union action.
- C) The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interferences with Authority's business.

3) Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Authority's business.

4) The AUTHORITY recognizes the limitations upon the shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The AUTHORITY in so recognizing such limitations shall have the right to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

5) Stewards shall be permitted reasonable time to investigate, present, and process grievances on the property and off the property with permission of the Authority without loss of time or pay. Such time spent in handling grievances

shall be considered working hours in computing daily and/or weekly overtime, if the steward and employee are scheduled for work during that time.

ARTICLE IX - NON-UNION PERSONNEL

No non-union personnel shall perform the duties done ordinarily by employees in the bargaining unit; except the Superintendent may perform duties as previously performed.

ARTICLE X - HIRING EMPLOYEES

- 1) Whenever a vacancy exists for an employment position within the bargaining unit, the AUTHORITY shall provide written notice to the UNION.
- 2) Every new employee shall be on probation for a period of ninety (90) days. Upon mutual agreement, the parties may extend the period an additional thirty (30) days.
- 3) On the fifteenth 15th day of each month, the Authority's payroll office shall furnish the Union a written list of all new employee's employed during the previous month, as well as any employees retained during the said month after their probationary period.

ARTICLE XI - LAYOFF NOTICE

- 1) The AUTHORITY may layoff any employee for purpose of efficiency or economy or other valid reason requiring a reduction of the number of employees.
- 2) Employees and the Union will be given a forty-five (45) day notice prior to any such layoff.
- 3) Prerequisite to Layoff: No permanent employee shall be laid off until all emergency, temporary, and provisional employees and all probationers who are serving their working test period are separated; nor shall a permanent employee be laid off except in accordance with the procedure as prescribed in these rules. Whenever possible, such employee shall be demoted in lieu of layoff to some lesser position.
- 4) Layoff or demotion, for all other employees, shall be in the order of seniority; the person or persons last employed will be the first laid off or demoted. In each instance a determining factor shall be the ability and necessary qualifications to perform the particular job.
- 5) Notice of Layoff or Demotion: No employee shall be laid off or demoted in lieu of layoff until the employee and the Union have been given notice in writing, personally or by certified mail, of the date upon which they will be laid off or demoted and the reasons for the action. A copy of such

notice will be given to the Union. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective.

ARTICLE XII - WORK SCHEDULE

1) OPERATIONS

The work schedule shall consist of a forty-hour week, five (5) consecutive days, 8:00 a.m. to 4:30 p.m. with a one (1) hour change in the front and a one (1) hour change in the back, at the discretion of the AUTHORITY but on notice to the employees. No work shall be performed during the lunch break. Weekend and holiday duty shall be on a rotating basis.

2) WEEKEND DUTY

- A) The Authority's operations sector is on a seven (7) day work schedule.
- B) Saturday and Sunday obligation is scheduled on a rotating basis.
- C) The Superintendent is exempt from Saturday and Sunday rotating duty.
- D) When an employee is scheduled for regular Saturday and Sunday hours, the employee also retains "on call" emergency responsibility for said weekend.

E) Emergency calls begin after regular weekend working hours on Saturday and Sunday until start time Monday morning.

F) The employee scheduled for the weekend will have the next Thursday and Friday as their regular days off without pay.

G) A duty schedule for one hundred and twenty (120) days, will be posted, with a thirty (30) day notice prior to commencement. Employees may switch weekend assignments only with the consent of the Superintendent.

H) If an employee on weekend duty can not work due to illness, injury or an emergency; the Superintendent will work out the weekend schedule among the remaining employees according to seniority or forced in the reverse order of seniority.

I) The Superintendent will provide a work assignment for those fulfilling their Saturday and Sunday obligation.

3) HOLIDAY DUTY

A) Employee is "on call" from start time the day of the Holiday to start time the day after.

B) Duty requires the performance of regular routine facility checks twice a day, in addition to any emergency call within

the eight (8) hour period. The regular eight (8) hour shift is not worked on the holiday.

ARTICLE XIII - PREMIUM RATES

- 1) All work actually performed in excess of the employee's regular forty (40) hours of work, in any one week, shall be at the premium.
- 2) For all hours worked in excess of eight (8) hours in a day, an employee shall be paid at one and one-half (1 1/2) times the rate for the job.
- 3) On all emergency call-outs, Monday through Thursday, the employee will be guaranteed two hours before midnight and four hours after midnight up until the employee's starting time.
- 4) On all emergency call-outs on Friday, Saturday and Sunday, the employee will be guaranteed three (3) hours before midnight and four (4) hours after midnight, up until the employee's starting time.
- 5) For all hours worked on a Holiday, an employee shall be paid at the rate of two (2) times the rate for the job, in addition to the holiday pay.

6) Employee's on call shall receive an additional \$25 for each day on call.

7) Due to the nature of services rendered, advance notice of overtime is often impossible. All overtime will be scheduled by the Superintendent. Overtime shall be offered on a rotating basis by seniority or forced in a rotating basis in the reverse order of seniority.

ARTICLE XIV - DISCIPLINE

1) The AUTHORITY shall not discharge any employee until the case has been discussed with the Business Agent in person, except where the provisions of this Article provide for immediate discharge. A representative of the Union must be in personal contact with the Authority within twenty-four (24) hours after receipt of notice by telephone communication of the proposed discharge or suspension, which telephone communication must be placed to the Union during working hours from Monday to Friday inclusive. If there is no response by the Union representative within the twenty-four (24) hour period, the Authority may take appropriate action subject to appeal through the grievance procedure. Discharge must be for just cause after written notice to the employee and the UNION. Any employee may request that the UNION investigate their discharge, suspension, or warning notice. Before a discharge or suspension, the Authority must first have given at least one (1) written warning notice of the

complaint against such employee to the employee, with a copy to the steward and the UNION. No warning notice need to be given to an employee before they are discharged or suspended if the cause of such action is:

- A. Any strike or work stoppage in violation of the Law or the terms of this Agreement.
- B. Possession of alcohol or illegal drugs, taking illegal drugs and/or alcohol while on duty, being under the influence of alcohol and/or illegal drugs, or disorderly conduct involving the use of alcohol and/or illegal drugs while on duty (duty shall include lunchtime).
- C. Proven theft or dishonesty.
- D. Falsifying employee time records through use of the time clock or any other false or fraudulent act involving the Authority.
- E. Assault on any officer or employee or other representative of the Authority during working hours or related to Authority business.
- F. Failure to obey a direct order of the Superintendent.

The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice.

2) Upon discharge or resignation, the AUTHORITY shall pay all money due to the employee on the pay day of Authority following the discharge or resignation.

3) If an employee is suspended as provided for in this Article, pending final disposition of said suspension, the AUTHORITY shall continue to make the required contribution for health benefits.

- 4) The AUTHORITY has the right to establish reasonable and necessary rules and regulations governing the work and conduct of its employees.
- 5) These rules and regulations shall be applied equitably to all employees and a copy of such rules shall be provided at all times to the Union.
- 6) Changes in such rules and regulations shall be provided immediately to the UNION and posted in a conspicuous place by the Authority.
- 7) If the UNION objects to any such rule or regulation, the UNION may take such objection through the grievance procedure.

ARTICLE XV - GRIEVANCE PROCEDURE

- 1) All grievances or disputes may be handled in the manner provided by this Article. The Union Steward and/or Business Agent may raise the occurrence or knowledge of the occurrence of any potential grievance or dispute with the Superintendent and attempt to reach a satisfactory solution.

STEP 1: If no solution can be reached in the informal grievance procedure with the Superintendent and the Steward and/or Business Agent, the aggrieved employee may put the grievance or dispute in writing within ten (10) days of the occurrence or knowledge of the occurrence and the steward

and/or the Business Agent will submit the written grievance to the Administretor and the Union. The Business Agent of the Union and the Administretor shall meet in an attempt to reech a setisfactory solution. The Administretor will give e written answer within three (3) working deys of the grievance meeting.

STEP 2: If the grievance is not settled in STEP 1, it shell be presented in writing to the Cheirman of the Authority, or their designee, within ten (10) working days of the receipt of the written decision rendered in STEP 1. The Chairman of the Authority, or their designee, shall meet with the Union within five (5) deys of receipt of the grievence. The Cheirman of the Authority or their designee, shall give their decision in writing within five (5) working days of the date of the seid grievance meeting.

STEP 3: If the grievence is not settled in STEP 2 the Union may submit the grievance to an arbitretor from PERC who is mutually agreeable to both parties. The fee of the arbitrator shall be borne equally by the AUTHORITY end the UNION.

2) A grievance may be filed by the Union at it's own instigation or at the request of any employee covered under this Agreement, insteed of eny individual employee.

3) The AUTHORITY will not implement any chenge in the operation which adversely effects the weges, hours, or

working conditions of its employees, except in cases of emergencies, without first discussing the matter thoroughly at a meeting with the Business Agent of the UNION. If the UNION objects to such changes in the operation, it may, in its discretion, take the matter through the grievance procedure set forth above.

ARTICLE XVI - SENIORITY

1) Seniority is defined as an employee's total length of service with the Authority.

2) If a question arises concerning two or more employees who are hired on the same date the following shall apply.

If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the AUTHORITY's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given by flipping a coin.

3) The AUTHORITY shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to a representative of the Union once a year in January, unless otherwise requested in writing by the Union.

4) In cases of promotions (temporary or permanent), demotions, layoffs, recalls, vacation schedules and other situations where substantial employee advantages are concerned, an employee with the greatest amount of seniority shall be given preference provided they have the ability to perform the work involved in those cases where it is applicable.

5) When it becomes necessary to lay off employees, the AUTHORITY will notify the shop steward and the UNION of the names of the employees to be laid off, at least two (2) working days in advance of notification to the employee. The shop steward shall use this information only for the purpose of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off.

6) Seniority shall terminate;

- A) When an employee is discharged;
- B) When an employee voluntarily quits their employment;
- C) At the end of twenty-four (24) months after an employee is laid off for lack of work;
- D) Any employee laid off for lack of work, who, within fourteen (14) days does not report for work to their own department after being notified in writing, mailed to their last known address to report, will be considered as having terminated their employment;
- E) When an employee does not return to work on or before the expiration date of their authorized leave of absence.

7) An employee may hold only one (1) permanent and one (1) temporary job at the same time.

- 8) Employees laid off for lack of work, when called back to work, shall be re-employed in the unit in order of their seniority and in accordance with seniority provisions set forth herein.
- 9) Any employee that has been laid off, resigned, quit, or been discharged shall receive all vacation pay up to the date of such action pro-rata for that year.
- 10) Continuous service shall not be broken by strikes or layoffs caused by lack of business, as long as seniority is maintained.

ARTICLE XVII - TRANSFER RATES

Employees permanently transferred to a higher rate will receive the minimum higher pay scale within that classification. Employees transferred to a lower pay position will continue to receive the same pay level; unless said transfer is for disciplinary reasons with a reduction of pay. Employees temporarily transferred to a higher rate position for more than fourteen (14) calendar days will receive the higher rate pay for each day thereafter, until returned to their regular position classification. Employee's temporarily transferred to a lower rate job will retain their present rate.

ARTICLE XVIII - QUALIFICATIONS FOR HOLIDAYS

Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays that fall on a Saturday shall be celebrated by the preceding Friday. Holidays which fall within an employee's vacation period may be celebrated at the employee's option, either the day before the vacation period or the day after the vacation period, at the approval of the Superintendent. The rate of pay for a Holiday shall be at the rate of the job the employee is scheduled to work at when the Holiday occurs.

ARTICLE XIX - HOLIDAYS

- 1) All regular employees will be entitled to receive eight hours pay at the straight time rate for the following holidays:

New Year's Day	Columbus Day
Presidents Day	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Labor Day	Christmas Day
Martin Luther King's Birthday	

- 2) No employee shall be paid for a holiday when they are absent from their regular scheduled duty, the day before or the day after a holiday, unless a medical certification is provided.

ARTICLE XX - PERSONAL DAYS

All full-time employees shall be entitled to one (1) day personal leave each, per year for necessary and important

reasons. Requests for personal leave must be submitted to the Superintendent of the Authority for approval, which approval shall not be unreasonably withheld, at least 2 days in advance of the leave day sought. Said personal days may not be accumulated or is it payable upon separation/termination.

ARTICLE XXI - VACATIONS

- 1) The vacation period shall be from the anniversary date of employment for each year with pay according to the following length of employment.
- 2) January 1st of each year the full amount of vacation time shall be allotted as follows:

1 - 5 years	12 days
6 - 10 years	18 days
11 - 20 years	20 days
21 years and up	25 days

- 3) Employees wishing to take vacation of one (1) week or more shall be scheduled by seniority and are required to notify the superintendent by April 15th of each calendar year. Employees wishing to take vacation in days of less than one (1) week, shall be required to notify the Superintendent five (5) days prior to taking such vacation days. Seniority shall govern if there appears to be a conflict in the number of employees requesting the same vacation time.

- 4) Employees shall be allowed to carry one (1) weeks vacation into the following year. This vacation must be taken by March 31st of the following year.
- 5) The Authority shall not buy back any unused vacation days.
- 6) Any employee that has been laid off, resigned, quit, or been discharged shall receive all vacation pay up to the date of their termination pro rata for that year.
- 7) Vacation pay will be paid prior to the employee going on vacation, as long as the employee takes a minimum of five (5) working days vacation and provides at least two (2) weeks notice to the Authority.
- 8) Vacation days are to be paid on base pay.
- 9) All previous vacation time accumulated by an employee in the bargaining unit shall be taken in one week (5 days) increment during the twenty-four (24) month time period from the date that this Agreement is ratified by both the AUTHORITY and the UNION. The AUTHORITY shall also offer to an employee with accumulated vacation time the option of the Authority purchasing back not more than ten (10) days of such previously accumulated vacation time at the employee's hourly rate in effect on September 2, 1991. An employee seeking to

exercise this option shall notify the Authority in writing at least 30 days from the signing of this agreement. The Authority shall make such payment to any employee exercising this option not later than sixty (60) days from such notice. Accumulated vacation time shall mean all vacation time accumulated prior to September 1, 1992.

ARTICLE XXII - SICK LEAVE

1) Sick leave shall be defined as the absence from duty of an employee because of personal illness, accident or exposure to contagious disease. Sick leave may also be taken to attend to a member of the immediate family of the employee who is seriously ill and requires the presence of the employee. Sick leave taken to attend to a member of the immediate family shall be documented in writing to the Administrator of the Authority. The definition of "immediate family" shall include spouse, children, or foster children of the employee or any other relative living in the employee's household.

2) Sick leave shall accrue for full-time employees on the basis of one day per month of employment from the date of permanent appointment. Sick leave can be accumulated from year to year.

3) In the event an employee is absent for three consecutive working days for sick leave as defined

hereinabove, the Authority shall require acceptable medical evidence on the form prescribed. The nature of the illness, and the length of time the employee was or will be absent shall be stated on a doctor's certificate. This certificate must be presented to the Authority by the employee prior to reporting back to work.

- 4) Any member who has exhausted their accumulated sick leave by reason of illness as proved to the satisfaction of the Authority Administrator shall be continued on the Authority medical, dental, and prescription programs.
- 5) An employee who does not expect to report to work on any working day because of personal illness or for any other reason set forth hereinabove, shall notify the Authority by telephone or personal messenger within one hour prior to the employee's starting time, except in emergency circumstances, but in no event later than the shift reporting time. Failure to do so can result in a loss of pay for the period of absence and may be cause for disciplinary action.
- 6) Any sick leave claimed by reason of quarantine or exposure to contagious disease shall be certified by the local health department. A certificate from the local health department shall be required before the employee may return to work.

7) Accumulated sick days are not payable upon separation or termination.

ARTICLE XXIII - FUNERAL LEAVE

1) In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay not to exceed three (3) consecutive working days, one (1) of which shall be the day of the funeral. The term "immediate family" shall be defined as mother, father, or parental guardian, brother, sister, spouse, children or foster children of the employee, grandmother, grandfather, and step-parents or any other relative with whom the employee is residing at the time of death in the family.

2) One (1) working day shall be granted for all other funeral leave requested by an employee not for immediate family as described hereinabove.

ARTICLE XXIV - JURY OR WITNESS DUTY

1) Any regular full-time employee who loses time from their job because of jury duty or as a subpoenaed witness in a court action, as certified by the Clerk of the Court shall be paid, by the AUTHORITY, the difference between their daily base rate of pay (up to maximum of the eight (8) hours per day) and the daily jury fee subject to the following conditions.

- A. The employee must notify the Superintendent immediately upon receipt of a summons for jury service.
- B. The employee has not voluntarily sought jury service.
- C. The employee is not attending jury duty during vacation and\or other time off from Authority employment.
- D. The employee submits adequate proof of the time served on the jury and the amount received for such service.

2) If an employee is able to return to work the day of jury duty, the employee will be allowed to take their normal lunch period.

3) If the employee does not have to report to jury duty on any work day, they must thereafter report to work at the Authority. This day's work will not be counted as extra pay for that day. If the employee does not report to work, they shall lose that day's pay and may be subject to disciplinary action.

ARTICLE XXV - LONGEVITY

1) The AUTHORITY shall continue to pay the following longevity schedule after top grade level has been achieved.

<u>Years of Service</u>	<u>Longevity Pay</u>
Five (5) - Nine (9) years	1%
Ten (10) - Fourteen (14) years	2%
Fifteen (15) and higher	3%

2) Longevity shall be computed from the employee's date of appointment and calculated and become effective on the employee's anniversary date.

ARTICLE XXVI - SUBCONTRACTING

The AUTHORITY agrees not to subcontract any of its operations which would result in a layoff of an employee in the Collective Bargaining Agreement.

ARTICLE XXVII - SEPARABILITY AND SAVINGS CLAUSE

1) If any article or section of the Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- 2) In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 3) This provision of this Agreement shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of state and local laws.

ARTICLE XXVIII - GENERAL CLAUSES

- 1) The AUTHORITY shall provide employee's with eleven (11) sets of uniforms every two (2) weeks and one (1) winter jacket and one (1) fall jacket. The Winter and Fall jacket will be replaced on an as needed basis. The Authority will also provide two pairs of safety shoes per year. Any additional shoes will be provided on an as needed basis per year.
- 2) All wearing apparel, tools and devices supplied by the Authority to the employee for the purpose of safety and health must be worn and/or utilized by the employees. Failure to utilize this equipment may subject the employee to disciplinary action by the Authority.

3) Bulletin boards shall be made available by the Authority at the Treatment Plant Office for the use of the Union for the purpose of posting Union announcements.

4) MILITARY LEAVE: Any employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave.

ARTICLE XXIX - BENEFITS

1) Medical Insurance

There shall be no change by the AUTHORITY in the group medical plan presently maintained and paid for by the AUTHORITY on behalf of the employee's except in the case of a new plan that is equivalent to or better than the existing plan. The AUTHORITY agrees to provide advance notice to the UNION.

This insurance shall include basic medical coverage including major medical coverage for all full-time employees and their dependents to age of 23. The age of dependent coverage is subject to changes in plan coverage imposed by insurance regulations or by law.

2. Prescription Insurance

The AUTHORITY shall continue to provide prescription drug program with no employee co-payment. The AUTHORITY reserves the right to select the provider (including self-insurance) so long as the benefit level is not reduced. The AUTHORITY agrees to provide advance notice to the UNION. It is recognized that this plan is subject to changes in coverage imposed by insurance regulations or by law.

3. Dental Insurance

The AUTHORITY will continue to provide a dental program for employees, and their eligible dependents. The AUTHORITY shall have the right to select a provider based upon cost (including self-insurance) in the event substantially equivalent benefits are provided. The AUTHORITY agrees to provide advance notice to the UNION.

4. Optical Insurance

The AUTHORITY will continue to provide a optical program for employees, and their eligible dependents. The AUTHORITY shall have the right to select a provider based upon cost (including self-insurance) in the event substantially equivalent benefits are provided. The AUTHORITY agrees to provide advance notice to the UNION.

ARTICLE XXX - MANAGEMENT RIGHTS

The following management rights are retained by the AUTHORITY, subject to the terms and conditions as expressed in this Agreement:

- 1) The executive management and administrative control of the Authority and its properties and facilities. The management and control of the work activities of its employees.
- 2) The AUTHORITY shall determine any different or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the Authority.
- 3) The AUTHORITY shall hire all employees and, subject to the provisions of law, shall determine the qualifications and conditions of continued employment, or assignment, and shall promote and transfer employees, subject to the terms and conditions of this Agreement.
- 4) The AUTHORITY has the right to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law, subject to the terms and conditions of this Agreement.
- 5) The exercise of the above Management Rights by the Authority the adoption of policies, regulations and practices for the furtherance thereof, and the use of judgment and discretion by the Authority in connection therewith, shall be subject to the terms and conditions of this Agreement.

6) Nothing contained herein shall be construed to deny or restrict the Authority of any of its rights and responsibilities as set forth in N.J.S.A. 40:14B-1 et seq., or any other applicable Federal or State laws or regulations.

ARTICLE XXXI - EMPLOYEE RIGHTS

1) Pursuant to Chapter 303, Public Laws 1968, the AUTHORITY hereby agrees that every employee shall have the right freely to organize, join and support the UNION and its affiliates for the purpose of engaging in collective bargaining negotiations with the Authority. As a duly selected body exercising governmental power under color of Laws of the State of New Jersey, the Authority undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or any laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union and its affiliates or collective negotiations with the Authority or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2) Representatives of the Union shall be permitted time off to attend negotiating sessions without pay, provided the efficiency of the Authority is not affected thereby.

3) Any employee shall have the right to inspect his personnel file upon eight (8) hours notice to the Authority, when reasonable. The Authority agrees to notify the individual employee if any material adverse to the employee is placed in his personnel file.

4) The following shall represent the employee's protection of rights:

A) An employee shall have the right to UNION representation at each and every step of the grievance procedure set forth in this Agreement.

B) An employee shall not be required to submit to a disciplinary investigation by the AUTHORITY and/or representatives of the AUTHORITY without UNION representation present at such investigation.

C) No recording devices of any type shall be used during such disciplinary investigation.

D) In all disciplinary hearings and/or hearing designed for the appeal of a disciplinary action already taken, the employee shall be entitled to a UNION representative, or their designee.

E) In all disciplinary hearings or hearings designed for the appeal of any disciplinary action, the employee and/or his Union representative shall have the right to introduce evidence and witnesses in their behalf. Furthermore, the employee and/or their Union representative shall be granted the right to cross-examination of any and all witnesses against him.

F) No employee shall be intimidated, coerced, or suffer any reprisal by the Authority for having exercised his rights under this Agreement.

ARTICLE XXXII - RETIREMENT

The employee shall be eligible to participate in the New Jersey Public Employees Retirement System in accordance with applicable statutes.

ARTICLE XXXIII - INJURY LEAVE OF ABSENCE

1) An employee who is a member of the Union and who is disabled by injury or illness, whether work related or not, shall be permitted a leave of absence without pay for a period not to exceed six (6) months, provided that such injury or illness is certified as such by a physician designated by the Authority or acceptable to the Authority.

2) The AUTHORITY shall continue to pay previously paid benefits for an employee on an injury leave of absence during said time period, except that an employee disabled by injury

or illness not work related shall be required to pay pension and life insurance payments.

3) An employee seeking an injury leave of absence shall be required to request same in writing to the Authority.

4) The Authority reserves the right to terminate an employee on injury leave of absence beyond the six (6) month time period. Any request for an extension of injury leave of absence beyond the six (6) month time period shall be submitted in writing to the Authority at least thirty (30) days prior to the expiration of the six (6) month period setting forth all reasons for such request. The Authority shall determine all such requests on a case by case basis and advise the employee in writing of its decision; however, the Authority shall grant a ninety (90) day extension to any employee who submits a medical document, with a probable return to work date within that ninety (90) day period.

5) Any employee granted an extension on an injury leave of absence shall be required to pay for all benefits previously paid by the Authority.

6) An employee who is injured, whether slight or severe, while working for the AUTHORITY must make an immediate report prior to the end of the said shift to the Superintendent or as soon as the injury manifests itself to the employee.

Failure to report such an injury may result in the failure of the employee to receive any compensation under this Article.

7) In the event the Authority's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Authority physician, then the Authority and the employee shall mutually agree upon a second physician and the costs of same shall be borne equally by the employee and the Authority. The determination of the second physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the second physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

8) In the event the physician designated by the Authority determines that the employee would be fit to return to light duty, the physician shall contact the Authority prior to the employee leaving the physician's office. In the event the Authority in its discretion determines that it is able to utilize the employee's services on a light duty basis, the employee shall be permitted to return to work on that basis until they are able to resume their full duties. If the Authority in its discretion determine that it is unable to utilize the employee services on a light duty basis, then the

employee shall be placed on injury leave pursuant to this Article.

9) In the event the Authority can prove that an employee has abused their privileges under this Article, the employee shall be subject to disciplinary action by the Authority, up to and including termination.

10) If the employee's injury is due to their failure to wear or utilize safety wearing apparel, tools and/or devices supplied by the Authority, the employee may be subject to disciplinary action by the Authority.

11) Any employee sustaining injuries which are compensatable under the Worker's Compensation Act, but which do not prevent him from performing his usual duties, but do require that he visit the office of the Authority designated insurance physician for the purpose of obtaining further treatment during working hours, shall not suffer loss of wages because of said medical visits.

12) Any employee who is injured on the job and either sent home or to the hospital to obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day. The ability to perform work shall be determined by the doctor and/or the hospital report rendered.

13) When an employee is unable to work for any extended period of time due to an injury or illness not work related, all accumulated sick leave shall be exhausted before receipt of State Disability.

14) Employees are required to exhaust their accumulated sick time before filing a State Disability claim. When filing a Workmen's Compensation claim, employees are not required to exhaust their accumulated sick time. The number of sick hours accumulated at the time of the Workmen's Compensation claim will be held at said number until the employee returns to work. Upon return to work sick time will again begin to accrue. Any employee returning to work prior to the 16th of that month would be entitled to the time accrued in that month.

15) For those benefits requiring employee contributions, the employee will be required to make these payments during such period of disability whether work related or not.

16) Sick leave and vacation time do not accrue during injury leave of absence whether work related or not.

ARTICLE XXXIV - FULLY BARGAINED AGREEMENT

1) This Agreement shall represent and incorporate the complete and final understanding by the parties of all

bargainable issues which were or would have been the subject of collective negotiations.

ARTICLE XXXV - WAGES

- 1) Each employee shall receive a lump sum payment of \$500 for the period of 1/1/92 - 8/31/92.
- 2) The Authority's previously provided salary incentives and longevity increases to their employees pursuant to a salary policy. Incentives and longevity received by bargaining employees through 9/1/92 shall be added to the employees salary. From the date of 9/1/92, no additional ~~incentives~~ will be provided to bargaining unit employees and longevity will be calculated pursuant to Article XXV of this agreement.
- 3) Effective 9/1/92 all bargaining unit employees shall receive a \$1,300 increase in their annual base salary.
- 4) Effective 9/1/93 all bargaining unit employees shall receive a \$1,250 increase in their annual base salary.
- 5) Effective 9/1/94 all bargaining unit employees shall receive a \$1,200 increase in their annual base salary.
- 6) PROMOTIONS: All employees shall receive a six month evaluation (for progress or improvement) and an annual performance evaluation to determine eligibility for promotion

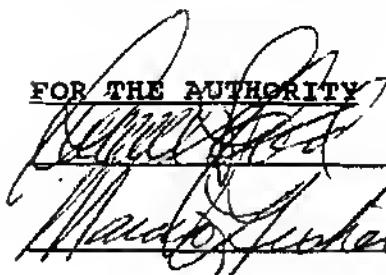
within that employee's classification, as established by the Authority.

ARTICLE XXXVI - DURATION

- 1) This Agreement shall be effective September 1, 1992 and shall continue in full force and effect up to and including August 31, 1995 and shall continue from year to year thereafter unless either of the parties hereto shall give to the other one-hundred twenty (120) days written notice prior to the original termination date or prior to the end of any subsequent year of an intention to terminate the Agreement.
- 2) In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the one hundred and twenty-first (121st) day following such notice.

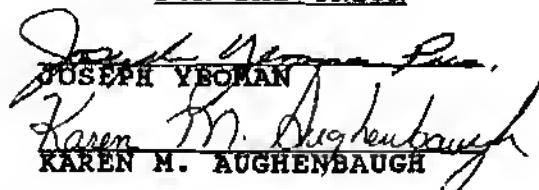
IN WITNESS THEREOF, the parties hereto have duly executed this Agreement on the 4 day of February 1993.

FOR THE AUTHORITY



Joseph Yeoman
Made of paper

FOR THE UNION



Joseph Yeoman,
Karen M. Aughenbaugh
Karen M. Aughenbaugh

"APPENDIX A"

CLASSIFICATIONS

Laborer

Senior Water and Sewer Repairer Grade I
Grade II
Grade III

Sewage Treatment Plan Attendant Grade I
Grade II
Grade III

Foreman Grade I
Grade II
Grade III